

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Asset Purchase and Release Agreement																														
CONVEYING PARTY DATA																															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Christopher J. Moser, Trustee of Bankruptcy Estate of RJW Acquisitions, L.C., d/b/a 20/20 Technologies, Inc.; Previously recorded as: RJW Acquisitions, L.C., d/b/a 20/20 Technologies, Inc.</td><td>03/19/2007</td></tr></tbody></table>	Name	Execution Date	Christopher J. Moser, Trustee of Bankruptcy Estate of RJW Acquisitions, L.C., d/b/a 20/20 Technologies, Inc.; Previously recorded as: RJW Acquisitions, L.C., d/b/a 20/20 Technologies, Inc.	03/19/2007																											
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RECEIVING PARTY DATA																															
Name:	21X Capital Ltd.																														
Street Address:	1455 Adams Drive Suite 1006																														
City:	Menlo Park																														
State/Country:	CALIFORNIA																														
Postal Code:	94025-1438																														
PROPERTY NUMBERS Total: 30																															
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PATENT
REEL: 025412 FRAME: 0864

Application Number:	08429748
Application Number:	08430789
Application Number:	08446197
Application Number:	09376269
Application Number:	09550579
Application Number:	09559933
Application Number:	09588274
Application Number:	09611607
Application Number:	09770094
Application Number:	09770098
Application Number:	60137459
Application Number:	60145069
Application Number:	60147123
Application Number:	60152773
Application Number:	60153589
Application Number:	60161147

CORRESPONDENCE DATA

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Correspondent Name: Townsend

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Address Line 4: San Francisco, CALIFORNIA 94111-3834

ATTORNEY DOCKET NUMBER:	025992-000000US
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NAME OF SUBMITTER:	Kenneth R. Allen
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Total Attachments: 25

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ASSET PURCHASE AND RELEASE AGREEMENT

This Asset Purchase and Release Agreement (the "Agreement") is executed this 19th day of March, 2007, by and between Christopher J. Moser (the "Trustee"), in his capacity as the Chapter 7 trustee of the estate (the "RJW Estate") of RJW Acquisitions, L.C. ("RJW"), 21X Capital Ltd. ("21X"), and David A. Brewer ("Brewer"), together with the Trustee and 21X, each a "Party" and together the "Parties", as follows:

WHEREAS, RJW filed a petition for relief under Chapter 7 of the United States Bankruptcy Code on February 24, 2006 in the United States Bankruptcy Court for the Eastern District of Texas (the "Texas Bankruptcy Court"), initiating Bankruptcy Case No. 06-40238 (the "RJW Case");

WHEREAS, 21X filed a petition for relief under Chapter 11 of the United States Bankruptcy Code on May 6, 2004 in the United States Bankruptcy Court for the Northern District of California (the "California Bankruptcy Court"), and has managed its business operations since then as a debtor-in-possession;

WHEREAS, on June 2, 2006, Brewer and 21X filed suit (the "California State Action") in the State of California against Robert J. Werra, John R. Werra, 20/20 Technologies, Inc., and certain unnamed parties (collectively, the "Werra Parties");

WHEREAS, the Trustee has identified certain potential claims, rights, and causes of action, in the nature of alter ego, single business enterprise, and other corporate veil-piercing doctrines and claims (collectively, the "Alter Ego Claims") that the RJW Estate may be able to assert against the Werra Parties and, on June 27, 2006, the Trustee filed in the Texas Bankruptcy Court a motion seeking to enforce the automatic stay against 21X and Brewer, and seeking damages from Brewer, on account of the filing of the California State Action (the "Stay Violation Motion"), which matter remains pending as of the date hereof;

WHEREAS, on January 23, 2007, the Trustee filed in the Texas Bankruptcy Court a complaint against 21X, among others, thereby initiating Adversary Proceeding No. 07-04015 in the Texas Bankruptcy Court (the "Texas Action"), which matter remains pending as of the date hereof and, pursuant to which, the Trustee seeks to establish the RJW Estate's ownership of certain intellectual property pledged as security to RJW by Sunrise Technologies International, Inc. (all such intellectual property, collectively the "Sunrise IP");

WHEREAS, on February 18, 2007, 21X filed in the California Bankruptcy Court a complaint against the Trustee, among others, thereby initiating Adversary Proceeding No. 07-03024 in the California Bankruptcy Court (the "California Action"), which matter remains pending as of the date hereof and, pursuant to which, 21X seeks injunctive relief against the Trustee based on alleged violations of the *Barton* Doctrine by the Trustee interfering with the administration of assets of the 21X estate and;

WHEREAS, without admitting any fault or liability, and solely to buy peace and to avoid additional fees, costs, and litigation risks, the Parties have agreed to the transfers, compromises, and provisions of this Agreement,

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties represent, agree, and covenant as follows:

1. Tender of Consideration by 21X. (a) No later than three (3) business days after the execution hereof, Brewer shall (i) deposit to the trust account of Kessler Collins as assurance of payment the sum of \$100,000 (the "Brewer Deposit"), with irrevocable instructions to deliver said sum to the Trustee upon entry of an Order approving the Sale Motion, unless the Trustee shall have previously received the 21X Payment; (ii) deliver a subordination of proof of claim substantially in the form attached hereto, and executed by Brewer, subordinating to all other claims against the RJW Estate claim number 3 (and any amendment thereof) as filed by Brewer in the RJW Case; and (iii) a subordination of proof of claim substantially in the form attached hereto, duly executed, subordinating to all other claims against the RJW Estate claim number 5 (and any amendment thereof) as filed by Silicon Valley Bank in the RJW Case (said two subordinations of claim, together with the 21X subordination of claim provided for in the following sub-paragraph shall collectively be referred to as the "Claim Subordinations").

(b) Promptly upon entry of an Order approving the Approval Motion, (i) 21X shall tender to the RJW Trustee a subordination of proof of claim in substantially the form attached hereto, duly executed by 21X, subordinating claim no 4 (and any amendment thereof) to all other claims against the RJW Estate, and (ii) 21X may tender to the RJW Trustee \$100,000 in immediately available funds (the "21X Payment"). Upon such tender, the Trustee shall release all claims against the Brewer Deposit and shall accept as his sole source of cash consideration the 21X Payment (the "Payment"). If 21X does not tender the Payment within three days of the entry of an Order approving the Approval Motion, the Brewer Deposit shall be released to the Trustee, in which event the Brewer Deposit shall be the Payment in lieu of the 21X Payment.

(c) Each of the Claim Subordinations shall be an original, ink-signed version, executed respectively by or on behalf of the claimant, and 21X's delivery of the same to the Trustee shall constitute a warranty by 21X to the Trustee that each such Claim Subordination is the original, approved by the respective party, and signed by an individual with authority to bind the respective party.

(d) The Trustee may deposit the Payment, but the Trustee shall hold the Payment and the Claim Subordinations strictly in trust and may not use the Payment or any of the Claim Subordinations except as provided herein. Upon the Effective Date: (i) the Payment shall be released to the RJW Estate free and clear of any claim, interest, or encumbrance that 21X and/or Brewer may be able to assert therein, and may be used by the Trustee for the benefit of the RJW Estate as is otherwise appropriate; and (ii) the Trustee shall be authorized to file the Claim Subordinations with the Texas Court. If the Effective Date does not occur for any reason, the Trustee shall promptly return the Payment and the Claim Subordinations to 21X.

2. **Filing of Motions.** (a) No later than three (3) business days after the execution of this Agreement and tender of the Brewer Deposit and the Claim Subordinations of Brewer and Silicon Valley Bank to the Trustee, the Trustee shall file a motion with the Texas Bankruptcy Court (the "Sale Motion") seeking that court's: (i) approval of this Agreement; (ii) approval to sell the Subject Property to 21X free and clear of the claims, liens, interests, and encumbrances of any party, including, without limitation, any defense based on the Claim Subordinations or other developments occurring in the RJW Case; and (iii) approval of the compromises, settlements, and releases contained herein; *provided, however*, that the sale of the Subject Property shall not be free and clear of any other defense that any person has to the Alter Ego Claims. The Trustee shall seek prompt approval by the Texas Bankruptcy Court of the Sale Motion, and 21X and Brewer shall provide reasonable cooperation and assistance to the Trustee in connection therewith; *provided, however*, that 21X and/or Brewer shall have no liability or obligation to the Trustee for any fees and costs the Trustee incurs in prosecuting the Sale Motion.
- (b) No later than three (3) business days after the execution of this Agreement and tender of the Brewer Deposit and the Claim Subordinations of Brewer and Silicon Valley Bank to the Trustee, 21X shall file with the California Bankruptcy Court a motion (the "Approval Motion") seeking that court's: (i) approval of this Agreement; (ii) authority for 21X to enter into the transactions provided for herein, and specifically to make the 21X Payment to the Trustee and to render such payment not subject to disgorgement; and (iii) approval of the compromises, settlements, and releases contained herein. 21X shall seek prompt approval by the California Bankruptcy Court of the Approval Motion, and the Trustee shall provide reasonable cooperation and assistance to 21X in connection therewith; *provided, however*, that the Trustee shall have no liability or obligation to 21X for any fees and costs 21X incurs in prosecuting the Approval Motion.
- (c) Immediately upon the execution hereof, unless done prior to the execution hereof, the Parties shall take such steps as may be necessary to abate and pause all adversarial matters that exist between them, including the Stay Violation Motion, the Texas Action, and the California Action. The Parties shall reasonably cooperate with each other in this respect and, to the maximum extent possible without court order, the Parties shall abate and release each other of any obligation that may exist or arise in the Stay Violation Motion, the Texas Action, and the California Action, including any need to answer a summons, answer discovery, submit briefing, etc. If any action is required on the part of a Party pursuant to order of the court or any obligation owed to a non-Party, and the applicable court or non-Party fails to excuse compliance with such action, the Party required to comply shall comply as may otherwise be required without any liability to any other Party under this Agreement, and any other Party shall be permitted to act as may be necessary to respond or to protect its interests as a result of the non-excused action. It is the specific intention of the Parties that they abate all matters between them pending approval of both the Sale Motion and the Approval Motion, and that they preserve the status quo to the maximum extent possible, but, recognizing that one or more of them may be under an obligation which may not be excused, the Parties agree that, with respect to any such obligation and all other matters naturally flowing from such obligation, the Parties will be permitted to proceed to the extent reasonably necessary to comply with such obligation and with any resulting need to protect interests. If the Effective Date does not occur for any reason, the Parties shall use their best efforts to set

and reset all contested matters, discovery responses, etc., that exist between them such that each Party will be afforded at least thirty (30) calendar days to respond to any particular matter or to take any particular action, and no Party shall take any advantage of another Party on account of the abatement and any failure to act during the period provided for in this subsection; *provided, however*, that this subsection does not affect any rights that any Party may have against a non-Party.

3. **Effective Date.** The "Effective Date" shall be the next business day after all of the following occur: (i) the Texas Bankruptcy Court enters an order granting the Sale Motion containing at least the provisions provided for above; (ii) the California Bankruptcy Court enters an order granting the Approval Motion containing at least the provisions provided for above; and (iii) neither order has been stayed or, if stayed automatically or by order of any court, such stay or stays have terminated or been dissolved.
4. **Sale to 21X.** (a) On the Effective Date, the Trustee shall deliver a bill of sale and such other documents as 21X may reasonably request evidencing that the Trustee has and does sell to 21X all of the RJW Estate's right, title, and interest in the following (collectively, the "Subject Property"): (i) any and all Alter Ego Claims the RJW Estate may have against the Werras and any other person or entity; (ii) any and all of the Sunrise IP, including under any financing statement, intercreditor agreement, loan agreement, note, or security document; and (iii) any and all rights, claims, and causes of action the RJW Estate may have against Sunrise and its assets. All such rights, title, and interest shall be transferred to, and shall vest in, 21X free and clear of the liens, claims, interests, and encumbrances therein of any party or person, including without limitation any defense based upon the Claim Subordinations or any other development in the RJW Case, *provided, however*, that said transfers and sales shall not be free and clear of any other defense that any person or party has to any of the Alter Ego Claims.

(b) Notwithstanding anything contained herein to the contrary, the Subject Property does not include any rights, claims, and causes of action that the RJW Estate may have against the Werras, or against any other person or entity, based on any potential liability other than the Alter Ego Claims, including any such liability of the Werras under sections 547, 548, and 550 of the Bankruptcy Code, except that the Subject Property does include any such rights, claims, and causes of action that the RJW Estate may have against 20/20 Technologies, Inc. or any other person or entity arising from the use of the Sunrise IP.

(c) To the extent necessary to enable 21X to use and/or monetize the Subject Property, 21X shall be permitted access to, and the use of, RJW's books and records; *provided, however*, that, except to the extent in his possession, the Trustee shall have no independent obligation to obtain, produce, or turnover the same to 21X; *further provided, however*, that nothing contained herein shall effectuate any transfer to 21X of, or give 21X any right to, any of the Trustee's or his agent's work product and internal analysis concerning the Subject Property or to any information of the Trustee, RJW Estate, or RJW that would otherwise be privileged from ordinary discovery.
5. **Termination of Proceedings.** (a) No later than three (3) business days after the Effective Date, the Trustee shall file the appropriate document with the Texas Bankruptcy Court to dismiss the Texas Action, with prejudice, with each Party to bear its own respective fees

and costs incurred therein. This Agreement shall constitute 21X's consent, to the extent necessary, to such dismissal.

(b) No later than three (3) business days after the Effective Date, 21X shall file the appropriate document with the California Bankruptcy Court to dismiss the California Action as against the Trustee, with prejudice, with the Parties to bear their own respective fees and costs incurred therein.

(c) No later than three (3) business days after the Effective Date, the Trustee shall file a motion in the Texas Bankruptcy Court to dismiss the Stay Violation Motion, with prejudice, with each Party to bear its own respective fees and costs incurred therein. This Agreement shall constitute 21X's consent, to the extent necessary, to such dismissal. The Trustee shall seek, in good faith, the consent of any party that has joined in the Stay Violation Motion to such dismissal thereof. If such consent is not obtained by the Trustee, the Trustee shall use reasonable efforts to prosecute the aforementioned motion to dismiss the Stay Violation Motion. In the event the Texas Bankruptcy Court permits any party that joined in the Stay Violation Motion to continue prosecuting that motion, or in the event that any new motion seeking similar relief is filed by any person, the Trustee shall have no obligation to 21X and/or Brewer on account thereof, provided that the Trustee shall have sought, using his best faith efforts, to obtain a dismissal with prejudice of the Stay Violation Motion *in toto*.

6. No Warranties. (a) The sale of the Subject Property to 21X is on an "as is, where is" basis, and the Trustee makes no representations or warranties whatsoever as to the existence, value, realization, or collectability of the Subject Property, except that the Trustee warrants to 21X that, prior to the execution hereof, the Trustee has not compromised, settled or sold the Subject Property, and the Trustee further warrants that he will do none of the foregoing prior to the Effective Date. Except on account of breach of the foregoing warranty, neither the Trustee nor the RJW Estate, nor any agent thereof, shall have any liability to 21X on account of any failure or loss 21X may suffer as a result of its purchase of the Subject Property.

(b) It is the specific intention of the Parties that the transfers to 21X provided for herein be absolute and that the RJW Estate has, after said transfers, no obligations or responsibilities whatsoever with respect to the transferred property, including any obligation to assist in the prosecution of the Alter Ego Claims, the monetization of the Sunrise IP, or in any action against Sunrise and its assets, except any such obligations explicitly and specifically provided for herein. After the Effective Date, 21X shall have the ability, to the absolute exclusion of the Trustee and the RJW Estate, to prosecute, monetize, and use the Subject Property.

7. Release of 21X and Brewer. Effective as of the Effective Date, the Trustee, individually and on behalf of the RJW Estate, hereby releases Brewer and 21X, and all of their employees, attorneys, agents, directors, officers, and partners from any and all actions, obligations, liabilities, causes of action, debts, accounts, covenants, agreements, promises, damages, claims and demands of any nature whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, choate or inchoate, which the Trustee and the RJW Estate, or any of them, ever had, now have, or can, shall or may


have that arise out of, relate to, or concern in any way, the Stay Violation Motion, the Texas Action, and the California Action; *provided, however*, that said release shall not constitute nor be deemed to constitute a release or waiver of any of the rights obtained by, or any of the obligations imposed upon, the Parties pursuant to this Agreement, nor shall said release be deemed or construed to be a release of any claims that the Trustee or the RJW Estate may have against any third party who is not a party to this release.

8. Release of Trustee. (a) Effective as of the Effective Date, Brewer and 21X hereby release the Trustee, and all of his employees, attorneys, agents, directors, officers, and partners from any and all actions, obligations, liabilities, causes of action, debts, accounts, covenants, agreements, promises, damages, claims and demands of any nature whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, choate or inchoate, which Brewer and 21X, or any of them, ever had, now have, or can, shall or may have that arise out of, relate to, or concern in any way, the Stay Violation Motion, the Texas Action, the California Action;; *provided, however*, that said release shall not constitute nor be deemed to constitute a release or waiver of any of the rights obtained by, or any of the obligations imposed upon, the Parties pursuant to this Agreement, nor shall said release be deemed or construed to be a release of any claims that Brewer and/or 21X may have against any third party who is not a party to this release. Brewer and 21X also agree to subordinate their claims against the RJW Estate to the holder of each and every allowed claim against the RJW Estate.

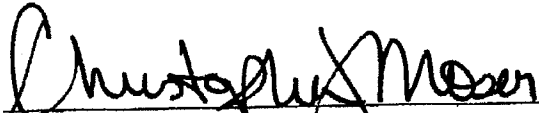
(b) Except for the pending appeal and liquidating the amounts thereof, the Trustee acknowledges that he is presently unaware of any basis on which to challenge the validity of the claims asserted by Brewer, 21X and Silicon Valley Bank (Claims No. 2, 3 and 4), and that neither this Agreement nor anything associated with it disparages, questions or adversely affects the nature, extent or validity of those claims. Specifically, and without limitation, neither this Agreement nor any Order approving it shall give rise to any defense in the California State Action.

9. Miscellaneous. The Parties shall bear their respective attorney's fees and expenses associated with this Agreement; *provided, however*, that in the event litigation is required to enforce this Agreement, the prevailing Party in such litigation shall be entitled to its reasonable attorney's fees and costs of court reasonably incurred in connection therewith. This Agreement may be executed in one or more counterparts for the convenience of the Parties, all of which shall constitute one and the same instrument. Facsimile signatures, or signatures in .pdf format, shall each be treated as original signatures for all purposes. If this Agreement is executed by an agent, such agent warrants that he has the authority to execute this Agreement and thereby bind his principal. This agreement may be amended only in writing executed by all of the Parties. If either the Texas Bankruptcy Court or the California Bankruptcy Court fails to approve this Agreement in its entirety, the Parties shall have the option, but not the obligation, to amend this Agreement to conform to the ruling(s) of either or both of said courts.


IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the 19th day of March, 2007.



David A. Brewer



Christopher J. Moser, Trustee



21X Capital Ltd.
By: David A. Brewer
Its: Manager

EOD

04/13/2007

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

In re: §
§
RJW ACQUISITIONS, L.C., § CASE NO. 06-40238
§
§
Debtor. § • (Chapter 7)
§

**ORDER APPROVING SALE OF ASSETS TO 21X CAPITAL LTD.
AND APPROVING COMPROMISES IN CONNECTION THEREWITH**

CAME ON FOR HEARING on the 13th day of April, 2007, the *Trustee's Motion to Approve Sale of Assets to 21X Capital Ltd. and to Approve Compromises in Connection Therewith* (the "Motion"), filed by Christopher J. Moser (the "Trustee"), the duly appointed Chapter 7 trustee of the estate (the "Estate") of RJW Acquisitions, L.C. (the "Debtor"), the debtor in the above styled and numbered Chapter 7 bankruptcy case (the "Bankruptcy Case").

By the Motion, the Trustee requests the Court's approval of: (i) the Asset Purchase and Release Agreement attached to the Motion as Exhibit "A" (the "Agreement"); (ii) the sale (the "Sale") to 21X Capital Ltd. ("21X") of all of the Estate's rights, title, and interest in: (a) any alter ego, single business enterprise, or other corporate veil piercing claim or cause of action (the "Alter Ego Claims") against Robert J. Werra, John R. Werra, 20/20 Technologies, Inc., and any other person; (b) any property pledged as security to the Debtor by Sunrise Technologies International, Inc. ("Sunrise"), including all financing statements, promissory notes, security agreements, and other documents regarding the same (all such intellectual property and documents related to the same, collectively the "Sunrise IP"); and (c) any and all rights, claims, and causes of action the Estate may have against Sunrise and its assets; and (iii) certain settlements and compromises by and between the Trustee, on behalf of the Estate, David A. Brewer ("Brewer"), and 21X, as provided for in the Agreement (the "Settlements").

ORDER APPROVING SALE OF ASSETS TO 21X CAPITAL LTD. AND APPROVING COMPROMISES IN CONNECTION THEREWITH – Page 1

The Court, having considered the Motion, the arguments of counsel, and the evidence submitted in connection with the Motion, finds that notice and service of the Motion was appropriate, that the relief requested in the Motion is lawful and appropriate, that cause exists for granting said relief, and that, based on the withdrawal on the record of the only objections to the Motion, the Motion stands unopposed. Accordingly, it is hereby:

ORDERED that the Motion is **GRANTED**; it is further

ORDERED that the Agreement, Sale, and Settlements are all **APPROVED**, and the Agreement shall govern the issues addressed therein; it is further

ORDERED that, upon the entry of this Order, and provided that the "Effective Date", as defined in the Agreement, occurs, all of the Estate's right, title, and interest in and to any Alter Ego Claims against Robert J. Werra, John R. Werra, 20/20 Technologies, Inc., and any other person are transferred to, and shall vest in, 21X, free and clear of any liens, claims, interests, and encumbrances that any person may be able to assert therein or thereto, including any defense based upon the Claim Subordinations (as defined in the Agreement) or any other development in the Bankruptcy Case, but shall not be free and clear of any other defense that any person may have to the Alter Ego Claims; it is further

ORDERED that, upon the entry of this Order, and provided that the Effective Date occurs, all of the Estate's right, title, and interest in and to any and all of the Sunrise IP, and in to any of the Estate's rights, claims, or causes of action against Sunrise and its assets are transferred to, and shall vest in, 21X free and clear of any liens, claims, interests, and encumbrances that any person may be able to assert therein or thereto; it is further

ORDERED that any lien, claim, interest, or encumbrance that any person may have in and to the Alter Ego Claims and/or the Sunrise IP, with the exception of any defense that any

person may have to the Alter Ego Claims, shall attach to the proceeds of the Sale with the same validity, extent, and priority as otherwise exists; it is further

ORDERED that, upon the entry of this Order, and provided that the Effective Date occurs, any consideration held by the Trustee under the Agreement shall be released to the Estate as provided for in the Agreement, and the Trustee shall be authorized to file the Claim Subordinations, as defined in the Agreement, and to undertake any other actions provided for in the Agreement; it is further

ORDERED that, notwithstanding the voluntary Claim Subordinations contemplated by the Agreement, neither the Agreement nor this Order shall in any fashion disparage, question or adversely affect the nature, extent or validity of those claims, nor shall the Agreement or this Order give rise to any defense respecting the validity of those claims or respecting alter ego liability with respect thereto; it is further

ORDERED that, upon the entry of this Order, and provided that the Effective Date occurs, the Settlements shall become binding and enforceable as provided for in the Agreement; it is further

ORDERED that the Trustee is authorized to, in the name of the Estate, execute any document or instrument, and to undertake any other action, that may be necessary to evidence any transfer or sale authorized in this Order; it is further

ORDERED that this Order shall be immediately enforceable upon its entry and that any stay otherwise applicable to the same, including any such stay under Bankruptcy Rule 6004(g), is hereby waived; it is further

ORDERED that the Court shall retain jurisdiction to the maximum extent possible to interpret and enforce the Agreement or any provision of this Order.

Signed on 4/13/2007

Dated: _____

Brenda T. Rhoades SR
HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

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4 Counsel for Debtor and Debtor in Possession
5 21X Capital Ltd.

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11
12 **UNITED STATES BANKRUPTCY COURT**
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
14

15 In re:
16 21X Capital Ltd., a Nevada limited liability
17 company,
18 Debtor

Case No: 04-31311-TEC11
Chapter 11

Date: April 23, 2007
Time: 9:30 a.m.
Judge: Hon. Thomas Carlson

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21 **ATTACHMENT TO ORDER CONFIRMING SALE**
22 **(Re-Auction of Lots 1 and 2)**
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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into effective as of April 23, 2007, pursuant to that certain public foreclosure sale conducted in the United States Bankruptcy Court for the Northern District of California, San Francisco Division, before the Honorable Thomas Carlson, United States Bankruptcy Judge on April 23, 2007 (the "Foreclosure Sale"). Said foreclosures sale was conducted by 21X CAPITAL LTD., Debtor in Possession, as foreclosing secured creditor ("Foreclosing Creditor"), in respect of certain intangible property of SUNRISE TECHNOLOGIES INTERNATIONAL, INC., a California corporation ("Debtor").

Foreclosing Creditor, pursuant to the provisions of §9-610 of the California Uniform Commercial Code ("UCC"), hereby sells, conveys, transfers and assigns, to the fullest extent as may be transferred pursuant to the UCC, to 21X Capital Ltd., a Nevada limited liability company ("Buyer") its successors and assigns forever, to its and their own use, all of the right, title and interest of Debtor in and to the property described in Schedule A attached hereto (the "Transferred Assets").

1. Buyer represents and warrants that it is a Nevada limited liability company duly organized, validly existing, and in good standing under the laws of its state of organization and has all necessary corporate power and authority and has obtained all approvals or orders necessary, to deliver and perform under this Bill of Sale.

2. Buyer acknowledges and agrees that:

(a) Buyer has made its own investigation and evaluation of the value of the Transferred Assets and that THE SALE OF THE TRANSFERRED ASSETS IS MADE ON AN "AS IS" AND "WHERE IS" BASIS. Without limitation to the foregoing, certain physical embodiments of the Transferred Assets may be located at sites other than the offices of Foreclosing Creditor, such as at warehouses and other third parties, and Foreclosing Creditor does not undertake and is not required to locate or deliver the Transferred Assets. Risk of loss with respect to the Transferred Assets is with the Buyer.

(b) There is no recourse, duty, representation or warranty by the Foreclosing Creditor, including, without limitation, no duty, representation or warranty relating to title, possession, quiet enjoyment or the like, or with respect to the quantity, quality, condition, value, nature, character or other factors affecting the Transferred Assets, or with respect to any other fact or matter, all of which are disclaimed by the Foreclosing Creditor and waived by the Buyer. IN PARTICULAR, BUT WITHOUT LIMITATION, FORECLOSING SELLER DISCLAIMS AND BUYER WAIVES ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR AS REGARDS THE APPLICABILITY OR EFFECT OF THE LAWS OF ANY FOREIGN JURISDICTIONS.

3. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Bill of Sale may be executed in one or more counterparts, all of which together shall comprise one and the same instrument.

5. If any term or provision of this Bill of Sale or its application shall, to any extent, be declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect to such extent such terms or provisions are severable.

6. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California, without regard to its provisions with respect to conflicts of law. Each of the parties hereby submits itself to the exclusive jurisdiction and venue of the state courts of the State of California and federal courts sitting in the State of California, for the purpose of any action with respect to the subject matter of this Bill of Sale.

IN WITNESS WHEREOF, Foreclosing Creditor and Buyer have executed this Bill of Sale effective as of April 23, 2007.

21X CAPITAL LTD., as
foreclosing secured creditor

By:



Name:

DAVID A. BREWER

Title:

CEO & manager

BUYER: 21X CAPITAL LTD.

By:



Name:

David A. Brewer

Title:

CEO & manager

Schedule A
Transferred Assets

The "Transferred Assets" consist of all of Debtor's, title and interest in and to the following:

All "intellectual property" of the Debtor (as defined in that certain Intellectual Property Security Agreement between Debtor and Silicon Valley Bank dated as of December 2001), and including without limitation Debtor's customer lists, the patents, patent applications and trademark applications and registrations listed on Schedule B (and the goodwill evidenced by such trademarks and tradenames) to the extent they have not expired, and the software programs associated with and a copy of the design and blueprints (to the extent available) for the Hyperion LTK System instrument produced by Debtor.

Provided that, the Transferred Assets are sold subject to the terms of, and the rights granted pursuant to the Limited License Agreement dated as of October 19, 2005 in favor of 21X Capital Ltd.

Schedule B
Registered Intellectual Property Rights

Patents

	<u>Registration Number</u>
An Apparatus for Generation and Delivery of Radiation (Austria)	36919-3692
An Apparatus for Generation and Delivery of Radiation (Australia)	140027
An Apparatus for Generation and Delivery of Radiation (Brazil)	D15900666-8
An Apparatus for Generation and Delivery of Radiation (Benelux)	30843-01
An Apparatus for Generation and Delivery of Radiation (Canada)	91452
An Apparatus for Generation and Delivery of Radiation (Switzerland)	126010
An Apparatus for Generation and Delivery of Radiation (Denmark)	199901142
An Apparatus for Generation and Delivery of Radiation (Spain)	0144864
An Apparatus for Generation and Delivery of Radiation (Finland)	20955
An Apparatus for Generation and Delivery of Radiation (France)	991397
An Apparatus for Generation and Delivery of Radiation (United Kingdom)	2081653
An Apparatus for Generation and Delivery of Radiation (Greece)	6000432
An Apparatus for Generation and Delivery of Radiation (Ireland)	D12618
An Apparatus for Generation and Delivery of Radiation (Japan)	1068015
An Apparatus for Generation and Delivery of Radiation (Korea, South)	0260192
An Apparatus for Generation and Delivery of Radiation (Sweden)	66014
An Apparatus for Generation and Delivery of Radiation (Taiwan)	071854
An Apparatus for Generation and Delivery of Radiation (United States)	D441080
An Apparatus for Generation and Delivery of Radiation (Finland)	20956

	<u>Registration Number</u>
An Apparatus for Generation and Delivery of Radiation (United Kingdom)	2081654
An Apparatus for Generation and Delivery of Radiation (Ireland, Rep. of)	D12619
An Apparatus for Generation and Delivery of Radiation (Japan)	1068512
An Apparatus for Generation and Delivery of Radiation (Korea, South)	0260193
Optical Fiber Probe and Laser Sclerostomy Procedure (United States)	5129895
Optical Fiber Probe and Laser Sclerostomy Procedure (United States)	5,431,646
Apparatus for the Treatment for the Cornea (Austria)	0480995
Apparatus for the Treatment for the Cornea (Australia)	645513
Apparatus for the Treatment for the Cornea (Belgium)	0480995
Apparatus for the Treatment for the Cornea (Canada)	2063245
Apparatus for the Treatment for the Cornea (Switzerland)	0480995
Apparatus for the Treatment for the Cornea (Germany)	P69013508
Apparatus for the Treatment for the Cornea (Denmark)	0480995
Apparatus for the Treatment for the Cornea (Spain)	2064745
Apparatus for the Treatment for the Cornea (France)	0480995
Apparatus for the Treatment for the Cornea (United Kingdom)	0480995
Apparatus for the Treatment for the Cornea (Hong Kong)	1006802
Apparatus for the Treatment for the Cornea (Italy)	0480995
Apparatus for the Treatment for the Cornea (Korea, South)	0294858
Apparatus for the Treatment for the Cornea (Netherlands)	0480995
Apparatus for the Treatment for the Cornea (Sweden)	0480995
Method for Collagen Treatment (United States)	4,976,709
Collagen Treatment Apparatus (United States)	5,137,530

	<u>Registration Number</u>
Collagen Treatment Apparatus and Method (United States)	5,374,265
Method for Collagen Shrinkage (United States)	5,304,169
Collagen Treatment Apparatus (United States)	5,484,432
Collagen Treatment Apparatus (United States)	5,618,284
Collagen Treatment Apparatus and Method (Austria)	0581339
Collagen Treatment Apparatus and Method (Australia)	673235
Collagen Treatment Apparatus and Method (Belgium)	0581339
Collagen Treatment Apparatus and Method (Switzerland)	0581339
Collagen Treatment Apparatus and Method (Germany)	69033376
Collagen Treatment Apparatus and Method (Denmark)	0581339
Collagen Treatment Apparatus and Method (Spain)	0581339
Collagen Treatment Apparatus and Method (France)	0581339
Collagen Treatment Apparatus and Method (United Kingdom)	0581339
Collagen Treatment Apparatus and Method (Italy)	0581339
Collagen Treatment Apparatus and Method (Luxembourg)	0581339
Collagen Treatment Apparatus and Method (Netherlands)	0581339
Collagen Treatment Apparatus and Method (Sweden)	0581339
Collagen Treatment Apparatus and Method (Singapore)	9691430-4
Apparatus for Performing Corneal Reshaping to Correct (Austria)	0591191
Apparatus for Performing Corneal Reshaping to Correct (Switzerland)	0591191
Apparatus for Performing Corneal Reshaping to Correct (Germany)	0591191
Apparatus for Performing Corneal Reshaping to Correct (Denmark)	0591191
Apparatus for Performing Corneal Reshaping to Correct (Spain)	0591191

	<u>Registration Number</u>
Apparatus for Performing Corneal Reshaping to Correct (France)	0591191
Apparatus for Performing Corneal Reshaping to Correct (United Kingdom)	0591191
Apparatus for Performing Corneal Reshaping to Correct (Italy)	0591191
Apparatus for Performing Corneal Reshaping to Correct (Sweden)	0591191
Method and Apparatus for Performing Corneal Reshaping (United States)	5,779,696
Radiation Delivery System for Reshaping a Surface (Australia)	683709
Method and Apparatus for Tympanic Membrane Shrinkage (United States)	5,591,157
Method and Apparatus for Exposing a Human Eye (United States)	6149643
Radiation Treatment for Treating Eyes to Correct Vision (United States)	6159205
Method and Apparatus for Collagen Shrinkage (Luxembourg)	93117037.7

Pending Patent Applications

	Application Number
An Apparatus for Generation and Delivery of Radiation (Italy)	990000051
An Apparatus for Generation and Delivery of Radiation (Mexico)	990290
Apparatus for the Treatment of the Cornea (Japan)	510581/1990
Apparatus for the Treatment of the Cornea (Singapore)	9603573-8
Collagen Treatment Apparatus and Method (Singapore)	9903724-4
Collagen Treatment Apparatus (United States)	08/446197
Collagen Treatment Apparatus and Method (Japan)	526923/1995
Collagen Treatment Apparatus (European Patent Office)	94914806.8
Apparatus for Performing Corneal Reshaping to Correspond (Singapore)	9604291-6
Apparatus for Cornea Reshaping (United States)	08/192979
Method and Apparatus for Performing Corneal Reshaping (United States)	08/429.748

Method and Apparatus for Performing Corneal Reshaping (United States)	08/430.789
Radiation and Delivery System for Reshaping a Surface (Canada)	2177580
Radiation Delivery System for Reshaping a Surface (European Patent Office)	95904783.8
Radiation Delivery System for Reshaping a Surface (Japan)	515753/95
Method and Apparatus for Exposing a Human Eye (Australia)	57007/99
Method and Apparatus for Exposing a Human Eye (Korea, South)	2001-7002876
Method and Apparatus for Preparing an Eye (United States)	09/376269
Radiation Treatment Method for Treating Eyes to Correct Vision (Australia)	59072/99
Radiation Treatment Method for Treating Eyes to Correct Vision (Japan)	2000-568439
Radiation Treatment Systems and Methods for Use (United States)	09/611607
Compositions and Methods for Stabilizing Modified (United States)	09/559933
Compositions and Methods for Stabilizing Modified (Patent Cooperation Treaty)	US01/12127
Optical Device and Fluorometry Sys and Methods of Using Same (United States)	09/588274
Apparatus and Method for Shrinking Collagen (United States)	09/77098
Radiation Treatment System and Method of Using Same (United States)	09/770094
Influence of Photothermal Reactions upon the Molec (United States)	09/550579
Influence of Photothermal Reactions upon the Molec (Patent Cooperation Treaty)	US00/13600
Optical Fibre Probe and Laser Sclerostomy Procedure (Patent Cooperation Treaty)	PCT/US91/033
Apparatus for Treatment of the Cornea (NAT Phase)	90910981.1
Apparatus for Treatment of the Cornea (Patent Cooperation Treaty)	US94/04183
Collagen Treatment Apparatus and Method (Canada-Published)	2187755
Collagen Treatment Apparatus and Method (Euro Patent Office — NAT Phase)	93117037.7

Collagen Treatment Apparatus and Method (Hong Kong)	98114897.8
Collagen Treatment Apparatus and Method (Patent Cooperation Treaty)	PCT/US90/038
Apparatus for Performing Corneal Reshaping to Cornea (Euro Patent Office — NAT Phase)	91913930.3
Apparatus for Performing Corneal Reshaping to Cornea (Hong Kong)	98115239.2
Apparatus for Performing Corneal Reshaping to Cornea (Patent Cooperation Treaty)	PCT/US91/051
Radiation Delivery System for Reshaping a Surface (Hong Kong)	98113238.3
Radiation Delivery System for Reshaping a Surface (Patent Cooperation Treaty — NAT Phase)	US94/13792
Method and Apparatus for Exposing Human Eye to a Controlled Pattern of Radiation (European Patent Office - Patent corresponds to U.S. Application 09/146.999)	99944031.6
Radiation Treatment Method for Treating Eyes to Correct Vision (European Patent Office — Published)	99946728.5
Radiation Treatment Method for Treating Eyes to Correct Vision (European Patent Office — Published)	US99/20154
Influence of Photothermal Reactions (United States)	60/137.459
Antifibrotic Therapy in Ocular Pathology (United States)	60/145.069
Inhibition of the Biological Response to Injury (United States)	60/147.123
Photothermal Refractive Corneoplasty (United States)	60/152.773
Thermal Refractive Corneoplasty (United States)	60/153.589
Remedial Cross-Link to Restore Lamellar Stabile (United States)	60/161.147

Trademarks

<u>Mark</u>	<u>Registration Number</u>
HYPERION (Australia)	778028
HYPERION (Japan)	4364923
HYPERION (Korea, South)	455740
HYPERION (Singapore)	T98/11567A
HYPERION (Taiwan)	865506
	<u>Application Number</u>
HYPERION (Argentina)	2184556
HYPERION (Brazil)	821361112
HYPERION (Canada)	897095
HYPERION (BU)	897095
HYPERION (South Africa)	98/20657
Sunrise LTK systems (United States)	76/671982
HYPERION (United States)	75/540702



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Signed and Filed: June 22, 2007

A handwritten signature of Thomas E. Carlson in black ink, written over a horizontal line.

THOMAS E. CARLSON
U.S. Bankruptcy Judge

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21X Capital Ltd.

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Special Litigation Counsel for
21X CAPITAL LTD.

12 UNITED STATES BANKRUPTCY COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
14

15 In re:
16 21X Capital Ltd., a Nevada limited liability
17 company,
18 Debtor

Case No: 04-31311-TEC11
Chapter 11

Date: April 23, 2007
Time: 9:30 a.m.
Judge: Hon. Thomas Carlson

21 ORDER CONFIRMING SALE
22 (Re-Auction of Lots 1 and 2)
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1 On April 23, 2007 the foreclosure sale re-auction of certain property owned by Sunrise
2 Technologies International, Inc. duly came on for hearing. The Debtor appeared through its counsel of
3 record, St. James Law, P.C., Michael St. James appearing, and its designated Responsible Individual,
4 David A. Brewer. Other appearances were as noted on the record.

5 It appearing that the Re-Auction Procedures were commercially reasonable, appropriate and
6 satisfactory, and it appearing that, notwithstanding due and sufficient efforts to market the subject
7 property, no timely bid deposits were received and no competing bidders appeared at the sale, and the
8 Debtor having credit bid \$250,000 as the opening and only bid for property described as "Lot 1" and
9 specifically identified as the "Transferred Property" in the Attachment to Order Confirming Sale filed
10 herein, and no bid having been received for the property described as "Lot 2," and it appearing that
11 permitting the Debtor to acquire the subject property is in the best interests of creditors and the estate
12 and good cause therefor appearing,
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15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

16 1. Under the circumstances, parties in interest have received adequate notice and an
17 opportunity to be heard.

18 2. The Debtor be, and it hereby is, authorized to execute a Bill of Sale to 21X Capital Ltd
19 or its designee in substantially the form of the Attachment to Order Confirming Sale and to take such
20 other and further action as may be fitting or appropriate to complete and consummate said foreclosure
21 sale.
22

23 * * * END OF ORDER * * *

Court's Service List

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